

THE LAW OFFICES OF  
**THOMAS H. ANDRYKOVITZ, P.C.**  
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NEW YORK, NY 10016  
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MEMBER OF THE NY & NJ BARS

E-MAIL-THOMAS@THOMASHENRYLAW.COM

**VIA ECF**

September 19, 2022

Hon. Paul G. Gardephe  
United States District Court  
Southern District of New York  
500 Pearl St.  
New York, NY 10007

**Re. Jorge Lema v. City Dimensions et al.  
1:21-cv-11055 (PGG) (SLC)**

Dear Judge Gardephe,

This law firm represents Jorge Lema (“Plaintiff”) in the above captioned matter. I am submitting my firm’s retainer agreement with Plaintiff as directed by Your Honor’s text order dated September 19, 2022.

Please do not hesitate to contact us if Your Honor has any questions or comments.

Respectfully Submitted,

/s/ Thomas Andrykovitz

Thomas H. Andrykovitz, Esq.  
Counsel for Plaintiff

cc All Counsel of Record (via ECF)

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May 25, 2021

**VIA E-MAIL**

**Jorge Lema**  
**Jg69429@gmail.com**

Dear Mr. Lema (hereinafter referred to as "the client"),

This letter confirms the agreement pursuant to which you have engaged the Law Offices of Thomas H. Andrykovitz, P.C. (hereinafter referred to as "the law firm") to represent you in connection with your employment matter. This agreement covers only the legal matter described and extends through the conclusion of this matter in a trial court.

The law firm will represent the client in a competent, professional manner to the best of the law firm's abilities. The client understands, however, that the law firm cannot and does not guarantee a particular result in this matter, and that the law firm cannot accurately forecast the duration of the legal matter nor the time that the law firm will be required to expend on the legal matter.

**1. Attorneys' Fees, Costs, & Expenses**

The client agrees to pay the law firm the greater of the following: (1) thirty-eight percent of the amount of the net recovery; or (2) the fee allowed by the judge or arbitrator, or as part of the settlement, to be paid by the employer, which is generally based on time spent and reasonable hourly billing rates. For example, the minimum billable time for writing a letter is 0.3 hours. The minimum billable time for a telephone conversation is 0.2 hours. The minimum billable time for writing an email or substantive text message is 0.1 hours. The hourly rate for Thomas H. Andrykovitz, Esq. is \$400.00. The hourly rate is subject to periodic changes.

In the event the judge or arbitrator awards a fee that is less than thirty-eight percent of the net recovery, said fee shall be credited against the attorneys' fee of thirty-eight percent of the client's recovery. Regardless of how they are determined, the client will not be liable for any attorney's fees unless there is a recovery.

In addition to attorneys' fees, the client will be responsible for all costs. During the course of the representation, the law firm will advance monies for out-of-pocket expenses such as court costs, charges for photocopies, filing fees, postage, expert witness fees, stenographic and videotaping fees, long distance telephone calls, telefax, Westlaw and other research fees, messenger service, overnight mail, transportation, and other disbursements. The law firm will

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maintain invoices and records of all costs and expenses incurred in this representation. The client agrees to reimburse the law firm, in the event of any recovery, such disbursements and expenses advanced by the law firm.

## **2. Right to Withdraw**

The law firm may, at its option, withdraw from representing the client if the client does not fully cooperate with the law firm in its handling of this legal matter; if the law firm's representation of the client might reasonably result in a violation of law, a conflict of interest, or a violation of the rules of professional conduct which apply to lawyers; if further action in this legal matter would, in the law firm's opinion, be without merit; or if the law firm is discharged by the client.

If the client discharges the law firm for any reason, the client agrees to promptly pay any fees and/or costs due to the law firm on the date of discharge, and the law firm shall be under no obligation, other than as provided by law, to turn over to the client any portion of the client's file until such sums have been paid.

## **3. Retention of Records**

The matter will be closed at the conclusion of the representation. The law firm will retain a client file of your matter for a period of seven (7) years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the seven-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them.

## **4. Arbitration**

By executing this letter, you and the law firm agree that in the event a dispute should arise as to the attorneys' fee for legal services, we will resolve the fee dispute by binding arbitration conducted at the Fee Dispute Resolution Program ("FDRP") administered by New York County Lawyers' Association, pursuant to Part 137 of the Rules of the Chief Administrator of the New York State courts, except that you and the law firm agree to be bound by the decision of the arbitrator(s) and, although you and the law firm are not required to agree to waive our right to seek a trial *de novo* under Part 137, you and the law firm do agree to waive your rights to reject the arbitrator(s) award by commencing an action on the merits (trial *de novo*) in a court of law within 30 days after the arbitrator(s) decision has been mailed.

Both parties waive their rights to resolve disputes by court proceedings or any other means, and both parties irrevocably waive their rights to appeal the arbitrator's decision in any forum.

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**5. Client Has Read the Retainer**

The client acknowledges and consents that other attorneys, paralegals, and clerical staff may work on this legal matter. The client acknowledges that the law firm does not counsel on tax matters; and that the client has been advised to consult with a tax attorney and/or accountant with expertise in in this area for any tax issues.

Before signing this agreement, the client has reviewed it, been given an opportunity to ask questions, understands each of the provisions set forth herein, and intends to be fully bound by its terms and conditions. The client has received a signed copy to keep and refer to while being represented by the law firm.

If this letter accurately sets forth your understanding, please sign on the line above your name and return the executed copy to me.

Very truly yours,



Thomas H. Andrykovitz, Esq.  
THE LAW OFFICES OF  
THOMAS H. ANDRYKOVITZ, P.C.



ACCEPTED AND AGREED

Jorge Lema

Dated: 6-2-2021